

# ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
VOL. 25, NO. 2  
Spring 2012

## Interest arbitration —

# The next step

The April 8 deadline for mediation passed and negotiations for a new national agreement between the NALC and the U.S. Postal Service concluded, so the process has moved to interest arbitration. Formal talks between the two parties began in August 2011, three months before the November 20 expiration date of the 2006-2011 contract. But following several extensions, the USPS announced on January 20 that it was declining to further extend its collective bargaining negotiations with the NALC.

About three weeks after the impasse was declared, the Federal Mediation and Conciliation Service (FCMS) appointed attorney Joshua Javits as mediator to help NALC and USPS reach a new agreement. The two parties agreed on a mediation deadline of April 8, and Javits held a number of meetings with both sides, separately, attempting to focus on the parties' common interests. Unfortunately, an agreement could not be reached, so the process moves to interest arbitration.

Under the Postal Reorganization Act, if mediation fails, the parties must arbitrate the terms of the new labor contract, in a process known as

**interest arbitration.** The parties select a mutually acceptable neutral arbitrator, typically one who is well known and widely respected. Sometimes NALC and USPS have selected a neutral arbitrator through direct talks. In other cases they have obtained a list of candidates from the FCMS, and then alternately struck names until just one remained.

### Arbitration panel

This neutral arbitrator chairs a three-person board panel, which also includes members for both the union and management sides. For instance, in NALC's last interest arbitration with USPS in 1999, the parties jointly chose Arbitrator George Fleischli to serve as neutral chairman. NALC chose Bruce Simon, its general counsel, to be the union member of the panel. USPS chose R. Theodore Clark, a partner in a management labor law firm, as its panel member.

The extra panel members are not "neutral" in the interest arbitration proceeding; each is an advocate for the party who selected him or her. However, in a panel interest arbitration the chair must obtain a major-

ity to issue a decision. In the 1998 round, neutral arbitrator George Fleischli issued a decision which the NALC advocate-arbitrator also signed. The USPS panel member wrote a dissenting opinion.

Experienced arbitrator Shyam Das has been named as the chairman of the panel which will decide the terms of the next collective bargaining agreement between NALC and USPS. Once the schedule is agreed on, hearings will begin.

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# Route adjustment review requirements

**S**ection 243.6 of the M-39 Handbook requires management to review the routes after an adjustment has been implemented and make further route adjustments to bring the routes to as near eight hours as possible. If management doesn't perform the review or fails to make further route adjustments when needed, shop stewards and NALC representatives should file a grievance citing a violation Section 243.6 of the M-39 Handbook via Article 19 of the National Agreement.

**This grievance is separate from the grievance you would file at the point of the improper route adjustment.**

This grievance should normally be filed approximately 60 to 75 days after the improper route adjustment takes place. For example, if routes are adjusted on May 1, 2012, you should file this grievance somewhere between July 1, 2012 and July 15, 2012.

Waiting approximately 60 to 75 days to file this grievance takes away the argument that the letter carriers are not familiar with the newly adjusted routes. It also allows a reasonable period of time to gather evidence to show that the routes are not adjusted to as near eight hours as possible.

Each of the review requirements of Section 243.6 of the M-39 Handbook is broken down and explained by sections below.

## General requirement to review routes after adjustments

Management is required to review routes after adjustments have been implemented. M-39 Section 243.611 states:

*After the adjustment of routes has been placed in effect, the manager must carefully study and analyze PS Form 3997 or electronic equivalent from a nationally approved computer system that provides equivalent information; PS Form 3997-B, Operations Analysis Report; PS Form 1813; street management records; volume recording data; and carrier's time records to see that the objective has been met, especially for those routes where extensive changes have been made.*

## Complete new 3999s

Management must complete new 3999s after route adjustments are implemented (M-39 Section 243.613).

*When route adjustments or changes are implemented, complete a new Form 3999 to reflect the current authorized route travel pattern and schedules, etc.*

## Time record review

Management must review time records to determine if carriers are

using excessive overtime or auxiliary assistance to complete assignments. This would indicate that the routes were not properly adjusted. M-39 Section 243.62 states:

*Review the carrier's time records for the periods following adjustment. The frequent use of overtime or auxiliary assistance on adjusted routes may indicate that the basis used was not sound and should be examined.*

Additionally, M-39 Section 243.63 requires management to:

*Review PS Form 3997 or electronic equivalent from a nationally approved computer system that provides equivalent information to determine whether an excessive amount of*

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VOL. 25 NO. 2

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Published four times annually by:

National Association of Letter Carriers  
100 Indiana Avenue, NW  
Washington, D.C. 20001-2144

Fredric Rolando, President



*auxiliary assistance is being used daily for the maintenance of schedules on one or more routes. Determine if carrier*

*returning schedules are not proper. Also, an indication of possible improper scheduling and/or adjustment would be*

*crease in volume which would affect the carrier's performance.*

## This grievance is separate from the grievance you would file at the point of the improper route adjustment.

### Further route adjustment requirements

If the routes are found to be out of adjustment after the review, M-39 Section 243.682 requires management to:

*If the route is found to be too heavy, relief should be granted, and conversely if found to be light, work should be added. If the carrier frequently uses overtime or receives auxiliary assistance, determine if the route is in adjustment or if the carrier is not serving it efficiently, a special inspection may be in order.*

For more information and guidance, see the *2012 NALC Guide to Route Inspections*. This guide has been recently mailed to each branch president and is also available on the NALC website.

*technicians (T-6) and carriers serving auxiliary routes exceed the time allowed for the routes.*

### Form 3923 review

Management is required to review Form 3923 to determine if the unit is operating efficiently. M-39 Section 243.64 states:

*Form 3923, Daily Delivery Operations Analysis - Review this form to determine if the unit is operating efficiently.*

### Review form 1813 - Late Leaving and Returning Report

Management must review this form to determine if carriers are frequently leaving or returning late. M-39 Section 243.65 states:

*Form 1813, Late Leaving and Returning Report — First Carrier Delivery Trip, or PSDS Printout - Review this form to determine if carriers are frequently leaving and/or returning late. Carriers who leave or return late may also be working overtime or receiving auxiliary assistance on routes. In other cases, this may indicate that starting, leaving, and*

*consistent early leaving by carriers.*

### Street management record review

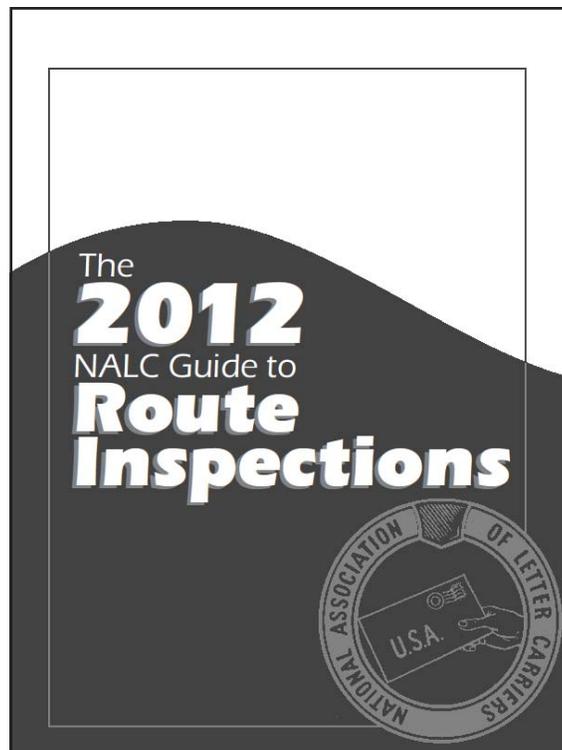
Management must review street management records to determine if carriers are using proper work methods, following lines of travel, etc. M-39 Section 243.66 requires management to:

*Review street management records to determine if carriers are using proper methods on the street, following prescribed lines of travel, taking short cuts, finger-mail, etc.*

### Volume record review

Management must use Form 3921 to analyze volume data to determine if an increase or decrease in volume has occurred. M-39 Section 243.67 states:

*Review Form 3921 to determine whether there has been an unusual increase or de-*



## Minneapolis convention . . .

# Supreme body

**T**he 68th Biennial Convention in Minneapolis, Minnesota is right around the corner. As with every convention, there is always a certain level of anticipation. Delegates usually bring their own set of hopes and expectations for each convention. Whether it's hearing from our national officers, attending the numerous training opportunities, making new friends or rekindling old friendships, the convention usually does not disappoint. But while the convention can be an enjoyable experience on many different levels, please remember its purpose. According to Article 1, Section 4 of the NALC Constitution,

*The National Convention shall be the Supreme Body to which final appeal shall be made on all matters emanating from*

*Members, Branches and State Associations.*

In other words, the Convention is the setting in which the membership exercises its ultimate authority over the union. And that – not the parties, not the travel, not the t-shirts – is why it matters and should be taken seriously by everyone there.

While this article is geared toward new delegates, this basic overview of the convention proceedings may also be useful to some of the seasoned delegates.

### Registration

Delegate registration opens on the Saturday morning before the convention. Some branches assign

an officer to register their delegates while other branches ask their delegates to register individually. You will need your signed delegate card if registering individually. (TIP: Get your convention t-shirt early. They are usually sold out by Monday afternoon.)

### Convention bag

Registered delegates receive a convention bag that will include most of the printed material needed for a successful convention. Take time to read through the material. You will be glad you did.

### Schedule

A printed convention schedule is found in the *Pocket Guide* booklet which will be in your delegate bag. Business sessions normally run Monday to Friday from 10:00 a.m. to 2:00 p.m., with no lunch breaks.

### Training

Delegates are offered a myriad of training classes. These classes take place both in the morning, prior to the start of the general session, and in the afternoon, at the end of the session. All classes will be listed on the schedule contained in your delegate bag along with a map of class locations. Note that some classes (HBP and Retirement) include a sit-down breakfast and pre-purchased tickets are required. Booklets and other handouts for specific classes will be in the convention bag – be sure to bring the material with you when you go.



Members of Branch 5996 register at the Anaheim convention.



Delegates at the Anaheim convention attend a CAU seminar.

take full advantage of the opportunity for networking with individuals from all over the country. You may hear of problems that exist in one area that have not occurred in your area. You may also learn that problems you thought only existed in your branch actually exist in many other branches. Networking allows you to get first-hand knowledge about the type of tactics that management has attempted in other locales and whether they were successful or not.

Be prepared to enjoy the convention. Every vote on every resolution may not go your way, but one of the great things about the NALC is our ability to remain unified in our common goals. We do not let our differences splinter our resolve to move this union forward. At the convention we raise our concerns through fair and respectful debates and then we vote. Once the body accepts or rejects a particular position—we respect it and move on to the next issue in unity.

## Proposed resolutions and amendments

This booklet is also found in your bag and contains proposed resolutions and amendments to the *Constitution* that have been submitted for consideration by the convention delegates. The proposals are broken down into several categories:

- Contractual - Resolutions that directly relate to provisions of the *National Agreement*
- General - Resolutions that deal with issues other than the *National Agreement*
- Legislative - Resolutions that require legislative action
- Mutual Benefits Association (MBA)
- NALC Health Benefits Plan
- Retiree issues
- Amendments to the *NALC Constitution*

All proposals will be discussed and voted on by the delegates.

## Convention rules

In the front of the *Proposed Resolutions and Amendments* booklet is a section known as “Report of the Rules Committee.” This contains the rules that allow the convention to operate smoothly. Read the rules to gain an understanding of the procedures of the convention, such as speaking on resolutions from the floor, how long you can speak (three minutes by the way), and the use of objectionable language. In addition, the rules contain information on voting by voice, division, and roll call.

The *Pocket Guide* also provides information about how a delegate is recognized by the Chair. Part of that section tells delegates how the microphone signs are to be used. Again, these rules are in place to keep the convention’s general sessions moving in an orderly and efficient manner.

## Networking

Beyond the basic framework of the convention itself, you should

## NALC Military Care Package Program

This year delegates from the NALC and the NALC Auxiliary conventions will work together to collect donated items that will be sent to NALC members who are on active military duty. With volunteers from both conventions we will pack the items into boxes, label the boxes, and prepare them for shipping.

We will also distribute postcards to all delegates to write a personal message of support and thanks to our armed-service members. These postcards will be placed in the boxes along with the goods collected. Examples of re-

*(Continued on page 11)*

# Conducting local negotiations

In three previous issues of the *Activist* we have discussed the steps NALC branches should take to prepare for local negotiations. As our current national contract negotiation process appears headed to interest arbitration (for more information on interest arbitration, see the article beginning on page 1 of this issue of the *Activist*), the period for branches to engage in local negotiations could be some months off. Nevertheless, branches would be wise to have as much preparation done as they can; there is always the possibility that a negotiated settlement could be reached at anytime. Branches may even want to use this “extra” prep

with management will determine when, where and how the bargaining sessions will proceed. Remember to allow your negotiating team sufficient time between sessions to discuss and evaluate what happened in the previous session and to plan and prepare for the next one. Once you are at the bargaining table and the negotiation sessions have begun, there are some guidelines, strategies, and functions that your team would do well to employ.

## At the table

With few exceptions, during the sessions the chief negotiators for

discussion of an item over to another member of the team, e.g., to provide local information or historical insight helpful to the discussions, but otherwise, only the chief negotiator speaks.

It is important that your bargaining team maintain solidarity and present a united front to management at all times. This means: No arguing amongst the team in front of management. If things seem headed that way, take a break and discuss things in private. Your team should have a signal or some code word any member can use to indicate the need for a break and if used, the chief spokesperson should call for a break. Whatever the issue is, the team should get it resolved before returning to the table.

As noted in earlier articles, you should have extra copies of proposals and supporting documentation to give to management during the negotiations. You should also have mark-up copies of proposals you make that can be written on or revised as warranted. Generally, the less you have to stop and do during your sessions, the better they will flow.

It is also important to embrace the fact that during local negotiations, you are operating outside of the usual employer-employee relationship you have with management and that in accordance with the National Labor Relations Act, you are to bargain as equals. Do not let management intimidate or threaten you. That being said, there’s no need to act in an offensive or insulting manner. Treat management’s representa-

## With few exceptions, during negotiating sessions, the chief negotiator should be the only person talking

time to conduct mock negotiations sessions, having alternate negotiation team members act as a management negotiation team, much like an opposition force in war games or the scout squad on a football team. With that in mind, this article will focus on what takes place during the negotiation sessions and the roles and responsibilities of the bargaining team members.

As noted in Part III (Winter 2012), the ground rules you set

each party should be the only persons talking. This should be established in your ground rules so that some semblance of order is maintained and you don’t have several people speaking at the same time. It’s also helps to allow your recorder (note taker) to record proposals, counterproposals and the points made by both sides. The NALC team should be clear in this respect with each member doing his/her part. When expedient, the chief negotiator may turn the dis-



# STEWARDS' CORNER

## Non-Compliance

### Arbitration AWARD

The grievance is sustained. The grievant will be made whole for all lost wages and benefits including but not limited to; sick and annual leave, retirement and TSP.

**A**s a steward, do you remember the first time you received a decision like the one above on a grievance you filed? It's an awesome feeling because you've helped a letter carrier get back what was lost . . . then management drags its feet implementing the award. Your job as steward isn't over. Now what?

### Retain jurisdiction

Some arbitrators retain jurisdiction over the matter for a "period of time." For instance, you might get a decision like the one above that also says, "The arbitrator will retain jurisdiction for a period of 90-days." If an arbitrator retains jurisdiction on a remedy, as a steward you must ensure that the Postal Service complies with the award within, as in the example, 90-days. If you get close to the 90-days and management has not complied, contact your NBA or the union advocate that did the case. This will provide them the time they need to schedule another hearing in front of the same arbitrator.

If the time period passes or the arbitrator does not retain jurisdiction on the case, then a new grievance

must be filed. Fortunately, the National Agreement affords the union this right.

Article 15.4.A.6 of the National Agreement states in relevant part that:

*All decisions of an arbitrator will be final and binding.*

On page 15-15 of the JCAM, the parties clarify their position to state:

*The decisions of arbitrators are final and binding. Arbitration is the last step of the grievance-arbitration procedure and there are no further contractual avenues for management or the union to challenge or appeal an arbitration award. The parties have agreed that filing a grievance for the enforcement of an arbitration award is permitted under Article 15 of the National Agreement.*

As if that isn't clear enough, then Chief Operational Officer and Executive Vice president, now Postmaster General, Patrick Donahoe memorialized the postal service's obligation in a May 31, 2002 correspondence (M-1517):

*SUBJECT: Arbitration Award Compliance*

*Headquarters is currently responding to union concerns that some field offices are failing to comply with grievance settlements and arbitration awards. While all managers are aware that settlements reached in any stage of the grievance/arbitration procedure*

*are final and binding, I want to reiterate our policy on this subject.*

*Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.*

*Please ensure that all managers and supervisors in your area are aware of this policy and their responsibility to implement arbitration awards and grievance settlements in a timely manner.*

If you have to file a grievance because the postal service failed to comply with an arbitration award, be sure to include as many facts and as much evidence as possible. If it's a recurring problem in your office, always include all previous issues and/or settlements in the file.

It's in our interest to ensure compliance as quickly as possible. Justice Delayed is Justice Denied... ■

For a discussion of several recent regional arbitration awards dealing with the issue of non-compliance, see the article, "Failure to Comply: Not the End of the Game," in the Summer 2011 *Activist*.

*New clerk PS-6 . . .*

## Cut from the same cloth

**O**n July 20, 2011, the NALC received notification of the establishment of a new clerk position; Delivery/Sales Services and Distribution Associate, PS-6. This position was created as a result of the 2011 APWU National Agreement with the Postal Service.

The job description of this position included some of the elements from the old “Special Delivery Messenger” APWU position job description. One element of the job description that was carried over to this APWU position states the following: “delivers and collects mail on foot or by vehicle under varying conditions in any area.”

This element of the job description has caused a lot of concern and speculation out in the field. The

question raised is: “Does this mean that clerks can now do letter carrier work?” The answer is no. This matter was settled nearly 20 years ago when we had special delivery messengers. The parties resolved this matter with three national level settlements (M-01080, M-01125 and M-01188).

### Letter carrier work

These agreements clearly establish the principle that the delivery of mail on routes served by letter carriers is letter carrier work. There are (and always have been) provisions for cross-craft assignments in Article 7 of the National Agreement. However, it has been well established through the years that the circumstances under which

clerks can be assigned to do letter carrier work are very limited.

According to the position description for the “Delivery/Sales Services and Distribution Associate, PS-06,” its functional purpose is:

Performs distribution and a variety of sales and customer support services for products.  
**Delivers and collects mail on foot or by vehicles under varying conditions in any area.**  
 [emphasis added]

After seeing this, we wanted to make sure that there was no misunderstanding, so we went ahead and asked the Postal Service about this issue. Our first question was, “Under the functional purpose of the new position description, what type of mail is being referred to?” The Postal Service’s response was, “This new position will deliver the mail that is currently delivered by a special delivery messenger.”

We also asked, “Will the newly created position include any current or traditional duties of a letter carrier?” Their response was, “The work to be performed is currently included in the special delivery messenger position. There is no impact to the letter carriers anticipated.”

It’s been nearly a year after the inclusion of the new position in the APWU – USPS National Agreement and branches have done a great job monitoring how this position is used. It should not affect work that traditionally has been performed by city letter carriers.

*(Continued on page 11)*

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 UNITED STATES POSTAL SERVICE  
 AND THE  
 AMERICAN POSTAL WORKERS UNION, AFL-CIO**

**SUBJECT:** Position Description: Delivery/Sales Services and Distribution Associate, PS-06

1. The Employer agrees to establish the position of Delivery/Sales Services and Distribution Associate, Standard Position x-xx, PS-6, to be filled by the senior-qualified bidder in the clerk craft. The Delivery/Sales Services and Distribution Associate position will contain the existing duties and responsibilities of Sales Services and Distribution Associate, PS-6 and Clerk/Special Delivery Messenger, PS-6.

2. The Postal Service agrees to implement this combined position description by July 2, 2011. . . .

**The next step***(Continued from page 1)***Unique process**

National interest arbitration hearings are unusual. Unlike a typical grievance arbitration hearing, they are never finished in a single day. In 1999, the Fleischli panel held 23 separate days of hearing. This arduous process was spread out over a few months, because the arbitrator had a busy schedule which the parties had to accommodate. The result was a procedure that progressed in fits and starts, with hearing days occurring individually or in clumps, separated by breaks of varying length. Other interest arbitrations have been similar.

NALC-USPS interest arbitrations have grown in complexity and length each time the parties have resorted to the procedure. Witness lists have been long. NALC's witnesses have included NALC presidents and other national officers, experts such as Ph.D. economists and labor relations professors, panels of working letter carriers, local union activists with special expertise, and headquarters staffers.

The hearing process is a hybrid of sorts. It follows the general order of a grievance arbitration hearing. The union begins by presenting an opening statement and then offers a procession of witnesses to present its case-in-chief—arguments for raises in pay and other proposals. The employer responds with its own case-in-chief and witnesses. Each side may then present rebuttal witnesses. After the evidence is all presented and the hearing closes, each side submits a written brief.

However, the usual rules of evidence and hearing behavior have not been used in interest arbitra-

tions. Direct and cross-examination are very informal, witnesses typically present their cases on direct examination without much questioning or interruption, and rules of evidence are largely ignored. Panel members often ask questions—with arbitrator/advocate members helping their respective sides in the manner of a partisan congressional hearing.

started, the NALC and USPS could still choose to settle on an agreement on their own, sidestepping the binding arbitration process.

The last time an NALC-USPS agreement was reached through interest arbitration was in the summer of 1999. That arbitration resulted in a substantial win for the NALC, with a three-year pact that provided a rise to Grade 6 pay for

## In the end, the neutral chairman must act as an arbiter, making the final decisions of the provisions of the new contract

At the close of the hearing, the interest arbitration panel meets on its own in **executive session**. These private discussions resemble a resumption of negotiations, with the neutral arbitrator sometimes acting as a kind of mediator. In the end, however, the neutral chairman must act as arbiter, making the final decisions on the provisions of the new contract. The interest arbitration award is final and binding on both parties.

**Pros and cons**

As with mediation, there are advantages and disadvantages to resorting to interest arbitration. This step in the contract negotiation process generally is perceived as fair and unbiased, resolving a dispute with a measure of finality. A disadvantage, though, is that there is no guarantee that both sides will come out winners in an arbitration decision. Of course, even after the arbitration gets

all city letter carriers, annual wage increases and continued cost-of-living adjustments, as well as improved health care benefits.

“The negotiating atmosphere is a lot tougher in 2012 than it was 13 years ago,” President Rolando said, “which is why we’ve literally been preparing for interest arbitration since the 2010 national convention in Anaheim. We continue to bring all our resources to bear on this effort to achieve a new national agreement, and we will work tirelessly to make sure our full case gets heard by the arbitration board, just as we did at the bargaining table.”

Anyone interested in learning about the history of postal bargaining should read the NALC's official history, *Carriers in a Common Cause*, available from the NALC Supply Department.

**Conducting local negotiations**

*(Continued from page 7)*

Caucus can also be used to slow down the pace of the negotiations if things are moving too quickly or to end the discussion on a subject and move on to another. There may be times when it is prudent to ask for a caucus to cause the other side to take time to discuss your proposal or to make sure that your recorder is keeping up with the discussions. Caucuses can also be used to add emphasis and pressure, to deal with unexpected developments and to reassess your position on an issue.

**Keeping a record of the negotiations**

It is extremely important to keep a detailed documentary record of your negotiations. These will prove invaluable if later on, there are conflicts or disagreements about the meaning and intent of the language you bargained into your local agreement.

The chief spokesperson should prepare an agenda for each bargaining session including a list of items to be covered. These should be checked off as accomplished.

The recorder has one of the most important jobs on the team and needs to take complete, accurate and legible table notes during each bargaining session. These notes should include a detailed record of proposals and counter proposals from each side, a summary of the discussions over each item, examples provided, questions asked and answers given, etc. The record should indicate the disposition of each item discussed, e.g. tabled, withdrawn, agreed, amended.

Following each bargaining session, the team should review the notes for accuracy. If the notes are a

little difficult to read, the recorder can type up a legible copy so long as the original notes are retained.

Initial proposals should be typed in advance. If a proposal is agreed to as is, it should be initialed and signed off by both parties. If the proposal is amended, make sure both parties agree to the language and that it says exactly what you mean it to say. It's best not to put off writing something up until later as management may have second thoughts about what they agreed to and refuse to sign off on the language. As the saying goes, "If you don't have it in writing, you don't have it."

Finally, one of the alternates or a technician should keep a status sheet of the negotiations. This is a summary, item by item, of each action taken. See example on page 7.

In the next issue of the *Activist*, we will discuss how to prepare for impasse should you be unable to reach agreement of some of your items.



**Training Seminars & State Conventions**

The listing of training sessions, educational seminars and state meetings will resume in the next *Activist*. In the fall issue, you will find items scheduled for the final months of 2012.

**NALC military care package program**

*(Continued from page 5)*

requested items are beef jerky, shampoo, deodorant, baby wipes, lip balm, lotion, AA batteries, playing cards, energy bars, and chewing gum. Prohibited items include obscene or pornographic materials, liquor, cigarettes, aerosol cans, live plants or animals.

We will place USPS gurneys with labels/posters to identify collection points at several locations throughout the Minneapolis Convention Center. Assembling the packages will be the most labor intensive task and will require volunteers from among both conventions' delegates.

**Cut from the same cloth**

*(Continued from page 9)*

Branches must continue to monitor compliance and ensure that an overzealous manager or supervisor doesn't assign or permit a clerk to deliver mail under the pretext of this new position created in the clerk craft.

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**NATIONAL ASSOCIATION OF LETTER CARRIERS**  
**100 Indiana Ave. NW**  
**Washington DC 20001**



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## USPS BY THE NUMBERS

### Operations

<u>FY 2012 through 2nd Quarter</u>	<u>Number</u>	<u>Change from SPLY*</u>
Total mail volume YTD (Millions of pieces)	83,222	-5.1%
Mail volume by class (YTD in millions)		
First-Class	36,621	-4.5%
Periodicals	3,410	-5.1%
Standard (bulk mail)	40,944	-6.2%
Packages**	782	-26.1%
Shipping Services**	1191	53.7%
Workhours (YTD in thousands)		
City Delivery	196,526	-2.5%
Mail Processing	109,567	-2.1%
Rural Delivery	88,495	0.8%
Customer Service/Retail	73,837	-4.4%
Other	71,316	-4.6%
Total Workhours	568,484	-2.4%

\*\* Reflects change in components of USPS categories

\*SPLY=Same Period Last Year

### Finances

<u>FY 2012 through 2nd Quarter (millions)</u>		
Operating Revenue	\$33,904	-0.6%
Operating Expenses	\$40,287	10.1%
Controllable Operating Income	- \$875	
PSRHBFB Expenses	\$0	
Workers' Comp adjustments	\$599	
Net operating loss	-\$6,464	

### Employment

<u>FY 2012 —PP11</u>	<u>Number</u>	<u>Change from SPLY*</u>
City carrier employment	178,971	-4.5%
Full Time	162,783	-3.6%
PT Regular	721	-7.8%
PTF	15,467	-13.5%
Transitional	6,349	-1.7%
MOU Transitional	7,887	-0.1%
City carriers per delivery supervisor	17.2	
Career USPS employment	541,690	-4.8%
Non-career USPS employment	96,999	7.7%